

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>					1. REQUISITION NUMBER FDA-06-0016		PAGE OF 1 31									
2. CONTRACT NO.			3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HSCEOP-06-Q-00008									
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Anthony Webb			b. TELEPHONE NUMBER (No collect calls) (214) 905-5392 ext 3		8. OFFER DUE DATE/LOCAL TIME 10/28/2005 1700 CT								
9. ISSUED BY			CODE ICEDAL		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100.00% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS 8(A) NAICS: 722310 SIZE STANDARD: \$17.5		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS							
Immigration and Customs Enforcement Office of Procurement - Dallas 7701 N. Stemmons Freeway Suite 300 Attn: Tony Webb, 214 905 5392 1, 3 Dallas TX 75247					13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP									
15. DELIVER TO			CODE DAL/DRO		18. ADMINISTERED BY		CODE ICEDAL									
DETENTION & REMOVAL OPERATIONS 8101 N STEMMONS FRWY ATTN: KATE GANNON 214.905.5888 DALLAS TX 75247					Immigration and Customs Enforcement Office of Procurement - Dallas 7701 N. Stemmons Freeway Suite 300 Attn: Tony Webb, 214 905 5392 1, 3 Dallas TX 75247											
17a. CONTRACTOR/OFFEROR			CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE						
TELEPHONE NO.																
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM										
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT				
0001		Delivery: 11/01/2005 SEE ATTACHED				12		MO								
(Use Reverse and/or Attach Additional Sheets as Necessary)																
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (For Govt. Use Only)						
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED																
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.										<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR										31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (Type or Print)					30c. DATE SIGNED					31b. NAME OF CONTRACTING OFFICER (Type or print)					31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTED☐ NOTED:

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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SECTION I

SF 1449 CONTINUATION

This contract is for commercial supplies awarded under FAR Part 12 Acquisition of Certain Simplified Acquisitions and FAR Part 13, Simplified Acquisition Procedures and FAR Part 19, Small Business Programs.

This is a firm-fixed price requirements contract for sandwiches for the Immigration and Customs Enforcement, Detention & Removal Office Service Staging Facility in Dallas Texas, for a base year and three (3) option years.

A. BLOCK 15 - Delivery

1. Contractor shall deliver and unload all sandwiches identified in Block 20 in accordance with the schedule of services specifications and requirements described herein to the following address below:

Department of Homeland Security
Immigration and Customs Enforcement,
Dallas District Office
Detention & Removal Office Service Staging Facility
8101 North Stemmons Freeway
Dallas, Texas 75247

B. BLOCK 16 - Administered by

1. Administrative Contracting Officer (ACO):

Anthony D. Webb
Department of Homeland Security
Immigration and Customs Enforcement
Office of Procurement - Dallas
7701 N. Stemmons Freeway
Dallas, TX 75247
Telephone: (214) 905-5392, opt. 1, ext. 3
Fax: (214) 905-5568
E-Mail Address: Anthony.webb@dhs.gov

Written communications shall make reference to the contract number and shall be mailed to the above address.

2. Contracting Officer's Technical Representative (COTR)

The Contracting Officer's Technical Representatives are:

PRIMARY: To be appointed by separate correspondence

SECONDARY: To be appointed by separate correspondence

C. BLOCK 18a - Payment

Contractor shall furnish one original invoice and two copies to the COTR for verification at the address above. All invoices/vouchers and supporting statements/certifications shall be original and should be numbered, dated, and have the correct Contract and/or Obligation order number. The Facility will then forward these invoices to the Dallas Finance Center (DFC) for payment once the COTR has certified the services have been rendered. COTR is to provide the ACO with a duplicate copy along with a Monthly report. Inquiries on invoices payments should be directed to the DFC Customer Service phone number: (214) 915-6161.

D. BLOCK 19 – 24 – ITEMS, SCHEDULE OF SERVICES, UNIT OF ISSUE, UNIT PRICE AND AMOUNTS

The period of performance of the base year shall commence upon the date specified in the Notice to Proceed. The Notice to Proceed will be issued by the Contracting Officer with 7 days notice.

BASE PERIOD: The period of performance for the Base Year shall commence upon the start date in Notice to Proceed and continues for a period of twelve (12) months.

CLIN No:	DESCRIPTION	ESTIMATED YEARLY QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Freshly prepared packaged sandwich	27000	EA	\$	\$
0002	Bottled Drinking Water, 8oz	27000	EA	\$	\$

Total for Base Option Period: \$ _____

CLIN 1001 FIRST OPTION PERIOD: Commences upon the expiration of the Base Year and extends for a period of twelve (12) months

CLIN No:	DESCRIPTION	ESTIMATED YEARLY QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Freshly prepared packaged sandwich	27000	EA	\$	\$
1002	Bottled Drinking Water, 8oz	27000	EA	\$	\$

Total for First Option Period: \$_____.

CLIN 2001 SECOND OPTION PERIOD: Commences upon the expiration of the First Option Year and extends for a period of twelve (12) months

CLIN No:	DESCRIPTION	ESTIMATED YEARLY QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Freshly prepared packaged sandwich	27000	EA	\$	\$
2002	Bottled Drinking Water, 8oz	27000	EA	\$	\$

Total for Second Option Period: \$_____.

CLIN 3001 THIRD OPTION PERIOD: Commences upon the expiration of the Second Option Year and extends for a period of twelve (12) months

CLIN No:	DESCRIPTION	ESTIMATED YEARLY QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Freshly prepared packaged sandwich	27000	EA	\$	\$
3002	Bottled Drinking Water, 8oz	27000	EA	\$	\$

Total for Third Option Period: \$_____.

Grand Total Price for Base Year and Options: \$_____.

E. STATEMENT OF WORK/SPECIFICATIONS

E 1. SPECIFICATIONS

- a. Contractor shall furnish and deliver freshly prepared packaged sandwiches and bottled water to the Department of Homeland Security, Immigration and Customs Enforcement, Dallas District Office, Detention & Removal Office Service Staging Facility, 8101 North Stemmons Freeway, Dallas, Texas 75247, in accordance with the specifications and requirements described herein.
- b. Quantities are estimated at 2250 per month, but may vary from five hundred (500) to two thousand two hundred fifty (2,250) ordered on a monthly basis.
- c. The Contractor shall furnish all labor, supplies, supervision, materials, equipment, and transportation to provide these sandwiches.
- d. The COTR will confirm actual quantities ordered with Contractor by phone, fax, and/or e-mail.

E 2. CONTRACT REQUIREMENTS

- a. Contractor shall provide sandwiches and bottled water in quantities as ordered by the Government. All meat and cheese products must be inspected by the U.S. Department of Agriculture.
- b. All sandwiches shall be prepared fresh after receipt of an order and shall be dated and delivered fresh to the Immigration and Customs Enforcement, Staging Facility in Dallas, Texas.
- c. All sandwiches shall be suitable for freezer storage by the Immigration and Customs Enforcement after their receipt.
- d. All sandwiches and water shall be delivered in clean vehicles that are capable of keeping cold food cold.
- e. Any food or food product found to be spoiled or past-dated upon delivery should be immediately replaced by the Contractor at no expense to the government.
- f. All sandwiches shall be prepared with white, sandwich, sliced bread. The size of each slice shall be not less than 3 3/4 inches by 3 3/4 inches by 1/2 inch thick.
- g. Cheese products used shall be Pasteurized Processed American Cheese. Cheese shall be a minimum of 3 inches square and 1/16 inch thick.
- h. Meat product used shall be beef, chicken or turkey. The diameter of each slice shall be not less than 3 1/2 inches and its thickness no less than 1/16 inch.
- i. Quality of meat in all sandwiches shall be the maximum used by the trade.

E 3. SANITATION AND HEALTH

- a. Contractor shall comply with all applicable local, state and federal health and sanitation requirements with respect to food selection, storage, preparation and delivery throughout the contract term.
- b. Appropriate copies of certifications shall be forward for inspection by the Contracting Officer.
- c. The Contractor's food preparers/handlers shall have a physical examination, at contractor's expense by a qualified medical physician. This examination shall be completed prior to entry on-duty and annually thereafter. Appropriate documentation shall be available upon request by the Contracting Officer and/or COTR.
- d. Contractor shall assure that all food preparation personnel comply with all applicable local and state sanitation requirements.
- e. Contractor shall permit on-site inspection of its facilities by ICE designated officials. Such inspections may be either scheduled or unannounced.
- f. Contractor shall provide four (4) samples of each sandwich at no additional cost to the Government, upon request for review by the Contracting Officer or COTR in order to assure Contractor compliance with the terms of the agreement. Such requests may be random and unannounced.
- g. Temperature requirements are per the definitions of Chapter 437 of the Texas Health and Safety Code.
<http://www.capitol.state.tx.us/statutes/hs.toc.htm>
- h. At the time of each delivery, Contractor shall secure and account for and remove all equipment, such as containers, etc., used in the delivery of the sandwiches in order to prevent misuse as potential weapons.
- i. The Contractor shall ensure that the supplies delivered under this contract comply with TITLE 6. FOOD, DRUGS, ALCOHOL, AND HAZARDOUS SUBSTANCES HEALTH & SAFETY CODE CHAPTER 437.
REGULATION OF FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD

STORES, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS Law, and other applicable local and state regulations. This requirement shall apply regardless of whether or not the supplies have been shipped by interstate commerce. Title 6 Food, Drugs, Alcohol, and Hazardous Substances is available on line at

<http://www.capitol.state.tx.us/statutes/hs.toc.htm>

- j. The Immigration and Customs Enforcement or any other compliance agency may conduct sanitation inspections and product examinations at any time and at any location where food or food products for this contract are processed, prepared, handled, stored, distributed from or served. The contractor shall supply the COTR with a directory of all sources of supply, the time and date of receipt of raw materials, and schedules for food preparation.

E 4. FOOD PREPARATION PACKAGING, AND TEMPERATURES

- a. The contractor shall assure that all kitchen personnel have the necessary skills and training to comply with sandwich preparation, packaging, and delivery of food.
- b. The contractor shall prepare all food off-site in with accepted, safe, and sanitary food preparation practices as well as the specific requirements of the menu (i.e., non-pork meat with cheese, etc.)
- c. In preparing food properly, the contractor shall adhere to the following guidelines:
 - a. Prepare food with minimal manual contact, clean and sanitize all equipment, utensils, and cutting boards to prevent cross contamination.
 - b. Each sandwich shall be individually wrapped in a plastic wrap, waxed paper or placed into plastic sandwich bags which will not impart a disagreeable flavor and delivered in a paper lunch type bag.
 - c. Each plastic sandwich bag shall be individually labeled with a freezer type label that will not fade or fall off the bags. The labels shall be used to identify the bag content and date of receipt from the contractor for the movement of the freezer(s) inventory.

- d. Contractor will ensure the attainment and maintenance of proper refrigeration temperatures of all potentially hazardous foods. The COTR will routinely monitor temperature of sandwiches upon receipt.

E 5. QUALITY CONTROL:

The Contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the contract are provided. Changes or updates to the QCP shall be submitted to COTR and CO for approval.

E 6. NOTICES TO THE GOVERNMENT OF DELAYS:

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government or any delivery schedule or date, or any rights or remedies provided by law or under this contract.

E 7. OPTIONS:

This contract includes two (2) basic types of option clauses. The first is provided by the FAR Clause entitled "Option to Extend the Term of the Contract", (52.217-9) and applies to the three one-year options noted in Section I, Paragraph D. The second option clause is entitled "Option to Extend Service" (52.217-8) and authorizes the government to extend the contract for up to a six-month period at the rates in effect for the contract period immediately preceding the exercise of the option. Specific clauses are found in Section II.

E 8. METHOD OF ORDERING:

- a. Sandwiches and bottled water shall be furnished in quantities ordered, on an as ordered basis. It is estimated that the average number of freshly prepared packaged sandwiches and bottled water to be ordered will be 2,250 per month, but may vary from five hundred (500) to two thousand (2,250) ordered on a monthly basis.
- b. These quantities are estimated and provided for informational purposes only. However, this does not relieve the Contractor from providing the number of sandwiches and bottled water that are required and ordered.
- c. Estimated quantities shall be specified on a written delivery order (OF-347), issued at the beginning of the month by the ordering entity. Calls may be placed daily as to exact quantity needed, or even more often, if desired. A modification will be issued at end of each month to reconcile Actual Quantity ordered or delivered with the estimated quantities originally ordered.
- d. Actual quantity orders may be placed by the Government representative via telephone, facsimile, mail, or e-mail. Calls for service are to be made during the hours of 7:30am and 4:00pm, Monday through Friday.
- e. Delivery response time shall be made within 24 hours after receipt of calls placed or a written delivery order.
- f. This contract is on an as needed basis. Small orders for less than 500 individual sandwiches must be placed a minimum of 24 hours prior to the required delivery time. Orders for more than 2000 individual sandwiches must be placed a minimum of 48 hours prior to the required delivery time.
- g. The Contractor is required to keep accurate records of each delivery under the Contract and/or delivery order. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall take precedence.

E 9. DAILY RECEIPTS:

The contractor is responsible for submitting a daily delivery receipt showing the quantity of sandwiches and water delivered. The contractor will submit this invoice or receipt to the COTR or site supervisor on a daily basis.

E 10. PERMITS AND LICENSES:

In the performance of work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, State, or local government, or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances. Failure of the contractor to comply with this requirement will not relieve him of his responsibilities to perform under this contract.

E 11. CONTRACTOR'S EMPLOYEES:

The Contractor must agree that each person employed by his firm or any Subcontractor(s) will have a Social Security Card issued, and approved by the U.S. Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States, and eligible for employment.

The Contractor shall be responsible to the Government for acts and omissions of his own employees, and of Subcontractors and their employees. Subject to existing laws, regulations, Executive Orders, and other provisions of this Contract, aliens unauthorized to be employed in the United States shall not be employed by the contractor, or its subcontractors, to work or, under, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

E 12. CONTRACTOR MANAGEMENT RESPONSIBILITY:

The Contractor shall appoint a Supervisor/Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Supervisor shall provide the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow.

The Supervisor shall receive and execute, on behalf of the Contractor, such technical direction as the COTR may issue within the terms and conditions of the contract. All administrative support of Contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the Contractor.

E 13. FACILITY ACCESS:

During the life of this contract, the rights of ingress to and egress from the Department of Homeland Security facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Department of Homeland Security facility.

The Government reserves the right and prerogative to require the Contractor to restrict access to the facility of any Contractor employee who is engaged in criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct, or conduct prejudicial to the Government, or who may otherwise be a security risk.

E 14. GOVERNMENT PROVIDED EQUIPMENT FOR ON-SITE USE ONLY:

- a. Government will provide a commercial size refrigerator for storage of sandwiches and bottled water.
- b. Contractor shall not store other than emergency supplies or equipment on site unless approved by the COTR or the on-site supervisors.

E 15. RESPONSIBILITIES OF CONTRACTOR:

(A). Responsibility for Government Property:

(I). The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the

Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

(2). If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

(B). Hold Harmless and Indemnification Agreement:

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

(C). Government's Right of Recovery:

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(D). Government Liability:

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or

damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

E 16. CONTRACTOR'S INSURANCE REQUIREMENTS

(a) The contractor shall maintain insurance in an amount not less than \$100,000.00 to protect him from claims under workman's compensation, general liability, and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be subject to the approval of the contracting officer for adequacy of protection.

(b) Within ten (10) working days after receipt of notification of award, and prior to commencement of work hereunder, evidence of all insurance coverage indicated above shall be furnished by the Contractor in a form satisfactory to the Contracting Officer.

In addition, the Contractor shall furnish written evidence of a commitment by the insurance carrier(s) to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies not less than thirty (30) days before such change, expiration or cancellation is effective. Such written notices by the insurance carrier(s) shall state firm commitments to furnish notifications, not just pledges to endeavor to furnish notifications of changes, expirations or cancellations.

E 17. MODIFICATIONS, CHANGE ORDERS, DEVIATIONS:

The Contracting Officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, contract modification, change order, or other matter deviate from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

E 18. SECURITY REQUIREMENTS

- a. Contractor Vehicles. The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, and shall be maintained in good repair. All vehicles shall have liability insurance, policy(s) shall be in-force at all times during the performance period of this contract, and the CONTRACTING OFFICER shall approve said coverages. All Drivers shall have a valid state drivers license. All passengers shall have in their possession, at a minimum, an official Government-issued picture identification card. All vehicles, including machinery, shall be secured when not manned or not in use. Vehicles shall not be left unattended with engines running.
- b. Background Investigations. Contract employees (to include applicants, temporaries, part-time and replacement employees) under contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform under the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the COTR. The COTR will, in turn, forward all paperwork to the Security Office.
 1. Standard Form 85P, "Questionnaire for Public Trust Positions"
 2. FD Form 258, "Fingerprint Cards (2 copies)"
 3. DHS Form 11000-9 (10-03), "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to Fair Credit Reporting Act"
 4. G-736, "Pre-Employment Suitability Checks". Employment vouchering from 2 to 5 years depending on the contract. The prospective Contractor will accomplish all vouchering before submitting paperwork to the COTR.

The Security Office will accept only complete packages. Specific instructions on the submission of packages will be provided by the COTR. Lawful Permanent Residents (LPR's) will be permitted in the performance of this contract.

SECTION II.

CONTRACT CLAUSES

The following clauses shall be applicable to the contract.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in their full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>

<https://dhsonline.dhs.gov/portal/jhtml/dc/sfi.jhtml?doid=8671>

A. 52.212-4 Contract Terms and Conditions - Commercial Items (Oct 2003)

B. ADDENDUM TO FAR CLAUSE 52.212-4

1. FAR Clauses Incorporated by Reference

52.216-21 Requirements (Oct 1995)

"October 31, 2006 for base period (and any exercised option periods).

52.217-8 Option to Extend Services (NOV 1999)

30 calendar days.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

30 calendar days; 60 calendar days, 60 months.

52.232-18 Availability of Funds (APR 1984)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

October 31, 2006; October 31, 2006.

2. FAR Clauses Incorporated in Full Text

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JULY 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

☒ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made

available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3. HSAR Clauses Incorporated by Reference

HSAR 3052.228-70 Insurance (DEC 2003)

HSAR 3052.237-70 Qualifications of Contractor Employees (Dec 2003)

HSAR 3052.242-72 Contracting officer's technical representative (DEC 2003)

4. HSAR Clauses Incorporated in Full Text

**HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates
(Dec 2003)**

(a) Prohibitions

Section 835 of Public Law 107-296 prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation". A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

- (1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation, or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership, and

(3) The expanded affiliate group which, after the acquisition, includes the entity, does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

"Person", "domestic" and "foreign" have the meanings given such terms by paragraphs (1), (4) and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

© Special Rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation, these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity, or

(ii) Stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan, a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships that are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock
- (iv) convertible debt instruments, and;
- (v) other similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure.

By signing and submitting its offer, an offeror under this solicitation represents that it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

(END OF CLAUSES)

SECTION III

**LIST OF CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS
(Reserved)**

SECTION IV

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

<https://dhsonline.dhs.gov/portal/jhtml/dc/sfi.jhtml?doid=8671>

A. FAR Provisions Incorporated by Reference

52.212-1 Instructions to Offerors – Commercial Items (Jan 2005)

B. ADDENDUM TO FAR PROVISION 52.212-1

1. Submission of Quotation

Submission of the quotation can be accomplished by mail, e-mail, or fax.

(a) Hand carried quotations (including quotations sent by next-day mail companies must be delivered to the address below by the date and time specified in Block 8 of the SF 1449). Failure to properly address the outer cover could cause an offer to be misdirected and received too late at the required 'destination. It is important that the outer envelope or wrapping of an offer be addressed as follows:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Procurement - Dallas
Attn: Anthony D. Webb, Contract Specialist
7701 N. Stemmons Freeway, 3th Floor, Room 300
Dallas, TX 75247

(b). E-mail to: Anthony.webb@dhs.gov.

(c) Fax to 214-905-5568, Attention: Tony Webb

(d) The quotation package shall include the following:

- a. Completed and Signed SF 1449
 - b. Completed Blocks 19-24
 - c. Completed FAR 52.212-3 Offeror Representations and Certifications Commercial Items
 - d. Technical Capability and Past Performance Information
2. The following applies to this quotation:
- a. This procurement is being conducted under the FAR Part 13 Simplified Acquisition Procedures, Subpart 13.5 Commercial Item Test Program.
 - b. In acquiring commercial items using procedures of FAR Part 12 Acquisition of Commercial Items, and FAR Subpart 13.500, the requirements of FAR Part 12 apply subject to order of precedence provided at 12.102(c). This includes use of the provision of clauses in Subpart 12.3.

3. Instructions Regarding Quotation Preparation:

This acquisition will be made through the Request for Quotation (RFQ) process. Quoters are to propose in writing how they intend to fulfill the requirements of this quotation for a supply contract. This quotation will consist of two parts:

a. First Part - Pricing Content:

The written quotation shall consist of a properly completed and signed document. All cost or price information shall be included in the pricing section, Standard Form 1449.

b. Second Part - Technical Capability and Past Performance

(1) Provide a plan for performing the work; including a Quality Control Plan.

(2) The Contractor shall submit certification for CHAPTER 437. REGULATION OF FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS or equivalent certification from an accredited college, university, or trade school in the field of Dietetics or Food Service, or statement as to when the contractor can obtain this certification.

(3) Copy of current inspection of contractor's facility to show compliance with TITLE 6. FOOD, DRUGS, ALCOHOL, AND HAZARDOUS SUBSTANCES HEALTH & SAFETY CODE CHAPTER 437. REGULATION OF FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS Law, and other applicable local and state regulations. This requirement shall apply regardless of whether or not the supplies have been shipped by interstate commerce. Title 6 Food, Drugs, Alcohol, and Hazardous Substances is available on

line at <http://www.capitol.state.tx.us/statutes/hs.toc.htm> The Government reserves the right to conduct an on-site visit to Contractor's facility.

Past Performance:

This section provides a narrative discussion of similar projects of a similar size and dollar value, which has been successfully completed by the offeror in the past three years. Contracts listed may include those entered into with the Federal Government, agencies of state or local government and commercial customers. The following information should be included for each contract:

- a. Name and address of contracting activity
- b. Contract number
- c. Contract type (Firm Fixed Price, Cost, Incentive, etc.)
- d. Total contract value (or anticipated value including outstanding options). Be sure to identify contract value for individual years.
- e. Brief description of contract work
- f. Contracting officer name and current telephone number
- g. Program Manager or Contracting Officer Technical Representative name and current telephone number
- h. Administrative Contracting Officer names, address and telephone number (if different from number 6 above)

C. FAR Provisions Incorporated in Full Text

52.212-2 Evaluation – Commercial Items (Jan 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - Price
 - Technical Capability
 - Past Performance

Technical and past performances, when combined are of equal importance with price.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

D. HSAR Provisions Incorporated by Reference
HSAR 3052.209-72 Disclosure of Conflicts of Interest (Dec 2003)

SECTION V

REPRESENTATIONS AND CERTIFICATIONS OF OFFEROR

FAR 52.212-3 Offeror Representations and Certifications-Commercial Items
(Mar 2005)

Offerors responding to this solicitation are required to provide representations and certification electronically via the Business Partner Network (BPN) website: <http://www.bpn.gov>. The BPN site was established to reduce the paperwork burden for both Offerors and the Government Contract Officers by electronically complete Offeror Representations and Certifications-Commercial Items. An Offeror shall complete only paragraph (j) of this provision if the Offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an Offeror has not completed the annual representations and certifications electronically at the ORCA website, the Offeror shall complete only paragraphs (b) through (i) of this provision.

Things needed prior to registration:

An active record in the Central Contractor Registration (CCR)

An Marketing Personal Identification Number (MPIN)

Offeror must indicate to Contracting Officer of their registration when submitting their quotes.